

**Congress of the United States**  
**Washington, DC 20515**

December 18, 2019

Mr. Richard H. Anderson  
President and Chief Executive Officer  
National Railroad Passenger Corporation (Amtrak)  
1 Massachusetts Ave NW  
Washington, D.C. 20001

Dear Mr. Anderson,

We write in strong opposition to Amtrak's broad mandatory arbitration agreement in its contract of carriage. This new policy of forced arbitration and prohibition on class action lawsuits runs counter to Amtrak's commitment to its passengers and its continued operation in the public trust. We urge Amtrak, under your leadership, to do the right thing and remove this clause from Amtrak's contract of carriage.

As you know, on January 1, 2019, Amtrak changed its contract of carriage to include an arbitration agreement which waives the passengers' rights to sue or join others in a class action against Amtrak. The change was done without any formal announcement and without feedback from Congress, passengers, or other stakeholders. As written, the clause "is intended to be as broad as legally permissible," and "applies to all claims, disputes, or controversies, past, present, or future, that otherwise would be resolved in a court of law or before a forum other than arbitration."

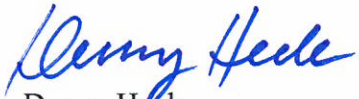
In recent years, Amtrak has been part of several high-claims civil court cases prompted by the crashes and derailments of Amtrak-operated trains. In 2016, Amtrak paid a \$265 million settlement to the families of those impacted by the 2015 Philadelphia, Pennsylvania Amtrak derailment, which killed eight and injured more than 200. Earlier this year, juries ordered Amtrak to pay nearly \$22 million in damages to victims injured in the 2017 DuPont, Washington Amtrak derailment. There are also several ongoing civil cases stemming from both the 2017 DuPont derailment and the 2018 Cayce, South Carolina collision between CSX and Amtrak, which resulted in two deaths and more than a hundred injuries.

Victims ought to have the right to seek justice in the court of law—and mandatory arbitration agreements deprive victims of that right. Settling legal arguments behind closed doors, thereby shielding companies from public scrutiny and accountability, is particularly unethical when that company relies on taxpayer dollars to operate. If the 2015 Philadelphia derailment, the 2017 DuPont derailment, or the 2018 Cayce crash occurred after the mandatory arbitration agreement was put in place, then families of victims and those injured by these accidents would have been stripped of any legal claim to seek compensation for bodily injury or death in the court of law. Moreover, pursuing Amtrak in court offers an opportunity to learn

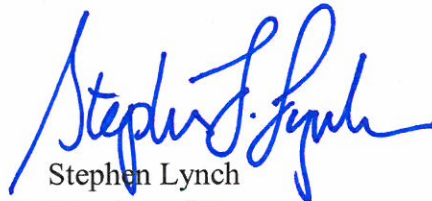
about safety defects or failings that contributed to the event, providing information that can lead to improved safety policies that can prevent similar future events from occurring and save lives.

The mission of Amtrak, as defined by Congress under 49 U.S. Code § 24101, is to “provide efficient and effective intercity passenger rail mobility consisting of high-quality service that is trip-time competitive with other intercity travel options...” While Congress requires that Amtrak “use its best business judgement in acting to minimize United States Government subsidies,” it is our belief that Congress never intended for Amtrak to sacrifice passengers’ legal interests in the name of Amtrak’s finances or efficiency. It is for this reason and more that we urge you to remove the mandatory arbitration agreement from Amtrak’s contract of carriage.

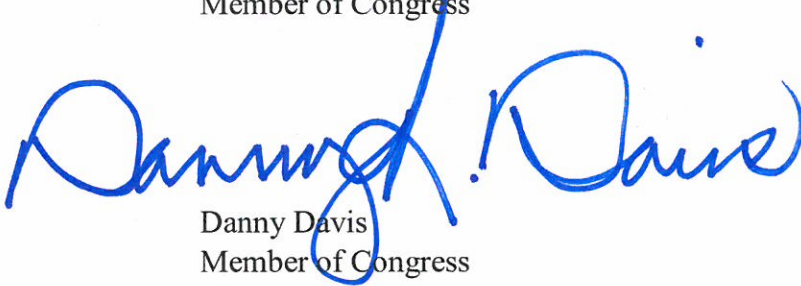
Sincerely,



Denny Heck  
Member of Congress



Stephen Lynch  
Member of Congress



Danny Davis  
Member of Congress